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DEPARTMENT OF STATE

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Attorneys for Defendants BRUCE OWEN
AND ALEXANDRA OWEN

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

OAKLAND DIVISION

UNITED STATES DEPARTMENT OF
STATE,) CASE NO. 19-cv-04094-HSG
Plaintiff,) STIPULATION OF SETTLEMENT AND
v.) DISMISSAL WITHOUT PREJUDICE
BRUCE OWEN and ALEXANDRA OWEN,)
Defendants.)

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III

**STIPULATION OF SETTLEMENT AND DISMISSAL WITHOUT PREJUDICE
19-CV-04094 HSG**

1 This Settlement Agreement (“Agreement”) is entered into by plaintiff United States Department
2 of State (the “State Department”) and defendants Bruce Owen and Alexandra Owen (“Defendants”)
3 (hereafter collectively referred to as the “Parties”), by and through their authorized representatives.

4 RECITALS

5 A. On July 17, 2019, the State Department filed the above-captioned unlawful detainer
6 action against Defendants seeking to terminate their occupancy of the premises located at 3400
7 Washington Street, San Francisco, CA 94118 (the “Property”). ECF No. 1.

8 B. The Parties wish to avoid further litigation and controversy and to settle and compromise
9 fully any and all claims and issues that have been raised, or could have been raised, in this action. In
10 consideration of the mutual promises and obligations of this Agreement, the Parties agree and covenant
11 as follows:

12 TERMS AND CONDITIONS

13 1. Defendants agree that Defendants and anyone residing on the Property with Defendants
14 will quit the Property, move out of the Property, and deliver possession of the Property to the State
15 Department no later than February 28, 2021.

16 2. Defendants agree to pay the State Department a total settlement amount of ninety-three
17 thousand eight hundred and ninety-four dollars and thirty-six cents (\$93,894.36), in one lump sum
18 payment, due ten (10) days from the date of execution of this Agreement. Defendants’ payment shall be
19 made by certified or cashier’s check, made payable to the United States Department of Justice, and shall
20 be delivered by certified or registered mail to the United States Attorney’s Office, Financial Litigation
21 Unit, 450 Golden Gate Avenue, Box 36055, San Francisco, California 94102-3495. The check shall
22 identify in the “memo” section the case name and number (*i.e.*, “*U.S. Department of State v. Bruce*
Owen and Alexandra Owen, 4:19-cv-04094-HSG”).

24 3. Defendants waive any and all legal rights and protections that would warrant any ongoing
25 right to remain in possession of the Property after February 28, 2021, including waiving any right to
26 seek relief from forfeiture, any rights under the San Francisco rent control ordinance, and any eviction
27 protections related to the COVID-19 pandemic under federal, state, or local law, order, act, regulation,
28 guidance or any other authority.

1 4. The Parties agree that during the period of time between the date the Parties execute this
2 Agreement and February 28, 2021, the terms and conditions of the Parties' Residential Lease and
3 Addendum dated July 23, 1987 that are not in conflict with this Agreement will continue to apply, with
4 such terms and conditions terminating on February 28, 2021, after which date Defendants will no longer
5 have any legal contractual right to occupy the Property under the terms of this Agreement.

6 5. Defendants agree to and will execute a Consent Judgment, attached as Exhibit A, which
7 will be filed with the Court in the event that Defendants default on the Agreement. The Consent
8 Judgment provides that:

9 a. The Court possesses jurisdiction over the Parties and jurisdiction over the subject
10 matter of this action.

11 b. The Parties entered into this Agreement whereby Defendants agreed to remit
12 payment within ten (10) days of the date the Parties executed the Agreement and vacate by February 28,
13 2021.

14 c. Defendants defaulted by failing to timely satisfy their obligation to remit payment
15 within ten (10) days of the date the Parties executed the Agreement and/or vacate by February 28, 2021.

16 d. In the event of Defendants' default, the State Department will be awarded
17 possession of the Property, a writ of possession will issue immediately, and the State Department will be
18 entitled to stipulated damages in the amount of \$550,000.

19 6. The Parties will bear their own legal and other costs incurred in connection with this
20 matter, including the preparation and performance of this Agreement.

21 7. The Parties and each signatory to this Agreement represent that they freely and
22 voluntarily enter into this Agreement without any degree of duress or compulsion.

23 8. This Agreement is governed by the laws of the United States of America. The exclusive
24 jurisdiction and venue for any dispute relating to this Agreement is the United States District Court for
25 the Northern District of California. For purposes of construing this Agreement, this Agreement shall be
26 deemed to have been drafted by all Parties to this Agreement and shall not, therefore, be construed
27 against any party for that reason in any subsequent dispute.

28 9. This Agreement constitutes the complete agreement between the Parties. This

Agreement may not be amended except by written consent of the Parties.

10. The undersigned counsel represent and warrant that they are fully authorized to execute this Agreement on behalf of the persons and entities indicated below.

11. This Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Agreement.

12. This Agreement is binding on Defendants' successors, transferees, heirs, and assigns.

13. The Parties consent to the State Department's disclosure of this Agreement, and information about this Agreement, to the public.

14. This Agreement is effective on the date of signature of the last signatory to the Agreement. Copies of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

15. The Parties agree that upon execution of this Agreement, this action is voluntarily dismissed without prejudice pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii). Within five (5) days of Defendants' full performance of all terms set forth in this Agreement (*i.e.*, within five (5) days of February 28, 2021), the Parties will execute and file a stipulation of dismissal of this action with prejudice.

[Signature pages to follow.]

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1 **PLAINTIFF UNITED STATES DEPARTMENT OF STATE**

2 DAVID L. ANDERSON
3 United States Attorney

4 Dated: 11/21/2020

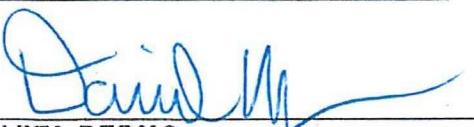
By:


SAVITH IYENGAR
Assistant United States Attorney
Attorney for Plaintiff United States Department of State

5 **DEFENDANTS BRUCE OWEN AND ALEXANDRA OWEN**

6 Dated: 11/21/2020

By:


DANIEL BERKO
Attorney for Defendants Bruce Owen and Alexandra Owen

7 Dated: 11/21/2020

By:


BRUCE OWEN
Defendant

8 Dated: 11/21/2020

By:


ALEXANDRA OWEN
Defendant

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13 **EXHIBIT A**
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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION

UNITED STATES DEPARTMENT OF
STATE,) CASE NO. 19-cv-04094-HSG
Plaintiff,) CONSENT JUDGMENT
v.)
BRUCE OWEN and ALEXANDRA OWEN,)
Defendants.)

This matter is before the Court on the consent of plaintiff United States Department of State (“State Department”) and defendants Bruce Owen and Alexandra Owen (“Defendants”). The State Department and Defendants consent to entry of a judgment under the Settlement Agreement dated October , 2020 (“Agreement”), attached hereto as Exhibit 1. Accordingly, the Court finds as follows:

1. The Court possesses jurisdiction over the parties and jurisdiction over the subject matter of this action.

2. The parties entered into the Agreement whereby Defendants agreed to remit payment within ten (10) days of the date the parties executed the Agreement and to vacate the premises located at 3400 Washington Street, San Francisco, CA 94118 (the "Property") by February 28, 2021.

3. Defendants defaulted by failing to timely satisfy their obligation to remit payment within ten (10) days of the date the parties executed the Agreement and/or vacate by February 28, 2021.

4. The parties agree that in the event of Defendants' default, the State Department will be awarded possession of the Property, a writ of possession will issue immediately, and the State Department will be entitled to stipulated damages in the amount of \$550,000. Such a default has occurred.

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1 Therefore, the Court enters this judgment in favor of the State Department and against
2 Defendants as follows:

3 A. The State Department lawfully withdrew the Property from the San Francisco rental
4 market on June 19, 2019, and is awarded possession of the Property as of the date of this order;

5 B. A writ of possession in favor of the State Department shall immediately issue; and

6 C. The State Department is entitled to damages in the amount of five hundred and fifty
7 thousand dollars (\$550,000).

8 **SO ORDERED.**

9
10 Dated: _____

HON. HAYWOOD S. GILLIAM JR.
United States District Judge

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12
13 The parties stipulate to the entry of this consent judgment:

14 **PLAINTIFF UNITED STATES DEPARTMENT OF STATE**

15 DAVID L. ANDERSON
United States Attorney

16
17 Dated: _____

By: _____

SAVITH IYENGAR
Assistant United States Attorney
Attorney for Plaintiff United States Department of State

18
19
20 **DEFENDANTS BRUCE OWEN AND ALEXANDRA OWEN**

21
22 Dated: 11/21/2020

By: _____

DANIEL BERKO
Attorney for Defendants Bruce Owen and Alexandra Owen

23
24 Dated: 11/21/2020

By: _____

BRUCE OWEN
Defendant

25
26 Dated: 11/21/2020

By: _____

ALEXANDRA OWEN
Defendant